

1 BILL NO. S-82-11-25

2 SPECIAL ORDINANCE NO. S-223-82

3 AN ORDINANCE approving Improvement  
4 Resolution No. 5950-82, State Boulevard  
the Bridge to Parnell Avenue, with  
John Dehner, Inc., in connection with  
5 the Board of Public Works.

6

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
8 FORT WAYNE, INDIANA:

9 SECTION 1. That a certain Contract dated October 13,  
10 1982, between the City of Fort Wayne, Indiana, by and through  
11 its Mayor and the Board of Public Works and John Dehner, Inc.,  
12 for:

13 the reconstruction of the storm sewer system,  
14 widening, resurfacing of the street and con-  
15 struction of new sidewalks, as well as new  
street lighting on State Boulevard from the  
east end of the bridge to Parnell Avenue;

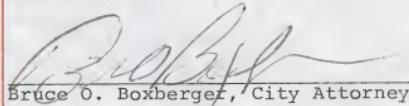
16 under Board of Public Works Improvement Resolution No. 5959-82,  
17 involving a total cost of One Hundred Sixty-Six Thousand Nine Hun-  
18 dred Seventy-One and 10/100 Dollars (\$166,971.10), all as more  
19 particularly set forth in said Resolution and Contract, and which  
20 is on file with the Office of the Board of Public Works and is  
21 by reference incorporated herein, made a part hereof, and is  
22 hereby in all things ratified, confirmed and approved. Two copies  
23 of said Contract are on file with the Office of the City Clerk  
24 and made available for public inspection, according to law.

25 SECTION 2. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28

29 APPROVED AS TO FORM  
30 AND LEGALITY

*Jas. L. H.*  
31 Councilmember

32   
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Orton,  
seconded by Gaskins, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on 11-23-82, the 19 day of November, o'clock .M., E.S.T.

DATE: 11-23-82

C.W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Orton,  
seconded by Gaskins, and duly adopted, placed on its  
passage. PASSED (EST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCRUGGS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 12-14-82

C.W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)  
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-223-82  
on the 14th day of December, 1982.

ATTEST:

(SEAL)

C.W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 15th day of December, 1982, at the hour of  
11:30 o'clock A.M., E.S.T.

C.W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 17th day of December,  
1982, at the hour of 4 o'clock P.M., E.S.T.

Win Moses Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. S-82-11-25

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving Improvement Resolution No. 5950-82,  
State Boulevard the Bridge to Parnell Avenue, with John Dehner,  
Inc., in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

JAMES S. STIER, CHAIRMAN

*James S. Stier*

BEN A. EISBART, VICE CHAIRMAN

VICTURE L. SCRUGGS

MARK E. GIAQUINTA

DONALD J. SCHMIDT

*Mark E. GiaQuinta*  
*D.J. Schmidt*

12-14-82

DATE 12-14-82 APPROVED IN CITY  
CHARLES W. WESTERMAN, CITY

# CONTRACT

73-112-15  
10/13/82

This Agreement, made and entered into this 13 day of October, 1982

by and between JOHN DEHNER, INC.

P.O. BOX 11346, FORT WAYNE, INDIANA 46857

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-  
Improvement Resolution No. 5950-82  
prove State Blvd. from the east end of the bridge to Parnell Avenue. The improvement  
will consist of reconstruction of storm sewer system, widening, resurfacing of the  
street and construction of new sidewalks, as well as new street lighting.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXfeet with  
XXXXXXXXXXXXXXfeet with  
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-  
ment Resolution No. 5950-82 as set out in the drawing price per linear foot

At the following prices:

ROAD ITEMS		
Concrete Removal	Two dollars and ninety cents per square yard	2.90
Curb Removal	No dollars and ninety cents per lineal foot	0.90
Pavement Removal	Four dollars and ten cents per square yard	4.10
Common Excavation	Five dollars and eighty cents per cubic yard	5.80
Concrete Sidewalk 4"	One dollar and forty cents per square foot	1.40
Concrete Wingwalks & Ramps 6"	Two dollars and eighty cents per square foot	2.80
Concrete Curb Type II-A	One dollar and eighty-five cents per lineal foot	1.85
Commercial Drive Approach 8" Concrete	Sixteen dollars and thirty cents per square yard	16.30
Portland Cement Concrete Base	Fifteen dollars and ten cents per square yard	15.10
Anchor Bolts	Seven dollars and twenty cents per each	7.20
H.A.C. Binder #11 165#/S.Y.	Twenty-six dollars and seventy-five cents per ton	26.75

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5950-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Oct. 30, 1982 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 13

day of October, 1982

ATTEST:

Edward L. Dehner  
Corporate Secretary

JOHN DEHNER, INC.

BY: Edward L. Dehner

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Sander J. Kennedy  
Secretary and Clerk

Its Board of Public Works and Mayor.

R. J. Snodgrass  
ASSOCIATE CITY ATTORNEY

Continued

H.A.C. Surface A-2 110#/S.Y.	Twenty-nine dollars and forty-five cents per ton	29.45
Bituminous Material for Tack Coat	Two hundred and ninety dollars and no cents per ton	290.00
Solid Yellow 6"	One dollar and eighty cents per lineal foot	1.80
Skip White (15' - 25') 6"	One dollar and eighty-five cents per lineal foot	1.85
Construction Signs Type A	One hundred and five dollars and no cents per each	105.00
H.A.C. Base #5 D	Thirty-eight dollars and no cents per ton	38.00
Joint & Crack Sealer	Eighteen hundred dollars and no cents per ton	1,800.00
Sod (URBAN)	Three dollars and no cents per square yard	3.00
Backfill Material	Seven dollars and ten cents per ton	7.10
<u>WATER ITEMS</u>		
R.C.P. Class IV 12"	Eighteen dollars and forty cents per lineal foot	18.40
R.C.P. Class IV 15"	Twenty-one dollars and ten cents per lineal foot	21.10
R.C.P. Class IV 24"	Thirty-three dollars and sixty cents per lineal foot	33.60
Backfill Material (#73 Stone)	Eleven dollars and five cents per cubic yard	11.05
Compacted Clay Backfill	Eleven dollars and twenty cents per cubic yard	11.20
Concrete Headwall Including 24" Flap Gate & Rip Rap	One thousand one hundred and sixty-five dollars and no cents per each	1,165.00
Manhole Type I-A	One thousand two hundred dollars and no cents per each	1,200.00
Inlet Type IV-F	Six hundred dollars and no cents per each	600.00
Inlet Type I-C	Six hundred and ten dollars and no cents per each	610.00
Catch Basin I-C	One thousand one hundred and seventy dollars and no cents per each	1,170.00
Bulkheads	Fifty dollars and no cents per each	50.00

Structures Removed	One hundred and seventy-five dollars and no cents per each	175.00
Castings Adjusted to Grade	Sixty-five dollars and no cents per each	65.00
Manhole Type I-C	One thousand two hundred dollars and no cents per each	1,200.00
Flap Gate 15"	Six hundred and ninety-five dollars and no cents per each	695.00

STREET LIGHT ITEMS

Alum. Lighting Standard to Provide 35 Ft. Mounting Height with Frangible Base	One thousand and twenty dollars and no cents per each	1,020.00
8 Ft. Mast Arm for 35 Ft. Light Standard	One hundred and four dollars and no cents per each	104.00
250 W. H.P.S. Luminaire & Lamp	Two hundred and eighty-two dollars and no cents per each	282.00
2' x 2' x 6' Concrete Foundation with Entry Sleeves, Anchor Bolts, & Grounding	Four hundred and twenty-five dollars and no cents per each	425.00
Trenching 20" Deep Min. - 24" Max.	Two dollars and eighty-eight cents per lineal foot	2.88
3/c #2 Alum. Cable Duct in Place	Two dollars and thirty-three cents per lineal foot	2.33
2" Steel Conduit in Trench	Six dollars and twenty-five cents per lineal foot	6.25
Push 2" Steel Conduit	Twelve dollars and no cents per lineal foot	12.00
Grouding Lug	Nine dollars and ten cents per each	9.10
Compression Connector	Six dollars and twenty cents per each	6.20
Fuse Connectors	Nineteen dollars and seventy-five cents per each	19.75
Unfuse Connectors	Nineteen dollars and twenty-five cents per each	19.25
1/c #12 TW Copper in Light Standards Wire	No dollars and thirty cents per lineal foot	0.30
Sub Total	Twenty-five thousand, nine hundred and fifty-eight dollars and twenty cents	\$25,958.20

City Street Lighting Department to provide labor and material for ---  
1 Ea. 120/240 Volt Power Sources and Include Cost in Charges for Engineering & Inspection

Road Items	Ninety-seven thousand, two hundred and fifty-one dollars and ninety cents	\$97,251.90
Sewer Items	Forty-three thousand, seven hundred and sixty-one dollars and no cents	\$43,761.00
Total Bid	One hundred and sixty-six thousand, nine hundred and seventy-one dollars and ten cents	\$166,971.10

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

**Improvement Resolution  
FOR STREET OR ALLEY**

No. 5950 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,  
That it is deemed necessary to improve State Blvd. from the east end of the bridge to  
Parnell Avenue. The improvement will consist of reconstruction of storm sewer system,  
widening, resurfacing of the street and construction of new sidewalks, as well as new  
street lighting.

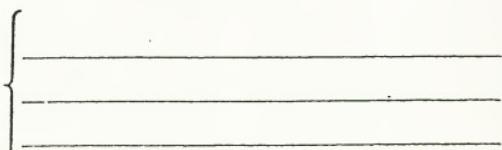
all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of  
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder  
will be to the general public of the City of Fort Wayne and that no special benefits  
will accrue to any property owner adjoining said improvement or otherwise assessable  
under said improvement. The cost of said improvement shall be paid by the City of  
Fort Wayne from LRS' Funds.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary & Clerk

BOARD OF PUBLIC WORKS:



PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we JOHN DEHNER, INC.  
as Principal, and the UNITED STATES FIDELITY AND GUARANTY CO.  
\_\_\_\_\_, a corporation organized under the laws of the  
State of MARYLAND, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED AND SIXTY-SIX  
THOUSAND, NINE HUNDRED AND SEVENTY-ONE DOLLARS AND TEN CENTS -----  
(\$ 166,971.10----- ), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 13 day of October, 1982,  
enter into a contract with the City of Fort Wayne to ~~XXXXXX~~

Improvement Resolution No. 5950-82

improve State Blvd. from the east end of the bridge to Parnell Avenue. The improvement  
will consist of reconstruction of storm sewer system, widening, resurfacing of the  
street and construction of new sidewalks, as well as new street lighting.

at a cost of \$ 166,971.10-----, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and  
specifications, and contractor shall warrant and guarantee all work, mater-  
ial, and conditions of the improvement for a period of three (3) years from  
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice.

\* WHEREAS, said Surety, for value received, hereby stipulates and agrees; that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

JOHN DEHNER, INC.

(Contractor)

BY: Edward Dehner

ITS: President

ATTEST:

Edward Dehner  
Secretary  
(Title)

UNITED STATES FIDELITY & GUARANTEE COMPANY  
Surety

\*BY: Howard H. Kirk  
Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- JOHN DEHNER, INC. -----

(Name of Contractor)

----- P.O. BOX 11346, FORT WAYNE, INDIANA 46857 -----

(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and UNITED STATES FIDELITY AND GUARANTY CO.  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND SIXTY-SIX THOUSAND, NINE HUNDRED AND SEVENTY-ONE DOLLARS AND TEN CENTS ----- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 13 day of October, 1982, for the construction of:

Improvement Resolution No. 5950-82

To improve State Blvd. from the east end of the bridge to Parnell Avenue. The improvement will consist of reconstruction of storm sewer system, widening, resurfacing of the street and construction of new sidewalks, as well as new street lighting.

at a cost of ONE HUNDRED AND SIXTY-SIX THOUSAND, NINE HUNDRED AND SEVENTY-ONE DOLLARS AND TEN CENTS -----  
(\$ 166,971.10-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in THREE counter-parts, each one of which shall be deemed an original, this 13 day of October, 1982.

(SEAL)

ATTEST:

Edward L. Dehner  
(Principal) Secretary

JOHN DEHNER, INC.

Principal

BY Edward L. Dehner  
President  
(Title)

P.O.Box 11346, FORT WAYNE, IN 46857  
(Address)

Witness as to Principal

(Address)

Leonard Shirley  
Witness as to Surety

UNITED STATES FIRETY & GUARANTEE COMPANY

Surety

BY LEONARD SHIRLEY  
Attorney-in-Fact  
(Authorized Agent)

Leonard Shirley  
201 W. Wayne Ft. Wayne, IN.  
(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

DEPARTMENT REQUESTING ORDINANCE Board of Public Works *J-82-11-25*  
SYNOPSIS OF ORDINANCE Reconstruction of storm sewer system, widening, resurfacing  
of the street and construction of new sidewalks, as well as new street lighting  
on State Blvd. from the east end of the bridge to Parnell Avenue.  
Contract awarded to John Dehner, Inc.

Prior approval received September 14, 1982.

EFFECT OF PASSAGE improvement on State Blvd. from E. end of bridge to Parnell Ave.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$166,971.10

ASSIGNED TO COMMITTEE